

United States District Court
for the Southern District of Florida
Miami Division

CEC GROUP, LLC, as sbm to
COMMUNICATIONS ENGINEERING
CONSULTANTS, LLC, a Delaware
Limited Liability Company,

Case No. _____

Plaintiff,

Jury Trial: Yes No

v.

PAUL J. FORD & COMPANY,
an Ohio Corporation,

Defendant.

COMPLAINT

CEC GROUP, LLC as successor by merger (“sbm”) to COMMUNICATIONS ENGINEERING CONSULTANTS, LLC (hereinafter “CEC” or “Plaintiff”), by and through undersigned counsel, sues PAUL J. FORD & COMPANY (“PJF”), and states:

PARTIES

1. CEC is a limited liability company formed under Ohio law to provide turnkey solutions to the Critical Infrastructure and Data Center private and public sector, including electrical and mechanical design for Infrastructure, Telecommunication and Data Center facilities. CEC’s principal place of business is located at 6820 Lauffer Rd, Columbus, Ohio.

2. CEC’s sole member is Erik Koplovsky, who is domiciled in Massachusetts where he maintains his permanent residence.

3. Paul J. Ford and Company is a corporation formed under Ohio law who has maintained good standing to conduct business in Florida since 1994 with its principal place of

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Florida business at 1801 Lee Road, Suite 230, Winter Park, Florida. PJF's Ohio principal place of business is located at 50 E. Broad Street, Suite 1500, Columbus, Ohio.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because CEC and PJF are citizens of different states and the amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000), exclusive of interest and costs.

5. CEC is a citizen of Massachusetts.

6. PJF is a citizen of Ohio and may also be a citizen of Florida.

7. Since May 21, 1979, PJF has been an engineering firm authorized to practice structural engineering in Florida under registration # 2848.

8. Since July 2, 2015, Justin Todd Kline, P.E. 79560 has served as the Engineering Manager with responsible supervisory control over the Florida office and has maintained the special qualification of a Structural 1 Engineer.

9. Since May 16, 2007, Michael David Whelan, PJF's Director of Construction has maintained a Florida Certified Tower Specialty Contractor license #SCC131151919.

10. PJF's Florida office currently has the following active projects in the state:

a. **UCF Chabad Student Center & Rabi Residence**

New Construction - 13,681 SF
Construction Phase
\$2,800,000 est. value
Orlando, FL 32826

b. **Preserve at Gap Creek Apartments**

New Construction - 280,241 SF
Construction
\$10,000,000 CJ est. value
Bradenton, FL 34203

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c. **Priscilla Saven Way Apartments**

New Construction - 34,394 SF

Construction

\$5,600,000 est. value

Hollywood, FL 33024

11. Earlier this year, David Hawkins, the President of PJF, attended the NATE UNITE 2023 Show in Orlando, Florida and promoted PJF's business through an information booth. NATE is The Communications Infrastructure Contractors Association.

12. Venue is proper in the United States District Court for the Southern District of Florida (Miami Division) because a substantial part of the events or omissions giving rise to this claim occurred in Miami-Dade County where the property is located, the engineering services were rendered, the structure was allegedly damaged, and repair costs were incurred.

GENERAL ALLEGATIONS

13. On or about April 17, 2019, in furtherance of its contract with CenturyLink Service Group, LLC n/k/a Lumen Technologies Service Group, LLC ("CenturyLink" or "Lumen"), CEC retained PJF to provide structural engineering services for the Property located at 1109 NW 22nd Street, Miami, Florida (the "Project"). These services included an analysis of the existing ground slab and foundation and second level floor slab to determine whether they could safely support a working design live load of 250 PSF. See Agreement attached hereto as **Exhibit "A"**.

14. On November 30, 2018, PJF confirmed to CEC and CenturyLink that "[it had] analyzed the existing Ground Level and Second Level Floor Structures to determine their ability to safely support a working design Live Load of 250 PSF," and the structures were capable of withstanding the live loads CenturyLink represented would be the loads imposed by its heavy communications infrastructure equipment and machinery.

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15. On or around April 3, 2020, CenturyLink wrote CEC and detailed concerns with the 2019 Master Plan, Due-Diligence Evaluation, and Master Design Contract associated with the architectural, structural, and MEP engineering at the Project.

16. More specifically, CenturyLink notified CEC of allegedly overstressed areas in the slabs, which it described as “partial collapses.”

17. CenturyLink, Inc. rebranded as Lumen Technologies, Inc. in September of 2020 and began trading on the N.Y.S.E. under (LUMN), retiring the (CTL) symbol used by CenturyLink.

18. Lumen allegedly repaired and reinforced the structure under protest.

19. Lumen sued CEC in Lumen Technologies Service Group, LLC vs. CEC Group, LLC, Case # 1:23-CV-00253 in the United States District Court for the District of Colorado (Denver) (“Underlying Action”) for \$1,572,258 spent to investigate and repair the damages and to reinforce the structure, allegedly caused by PJF’s negligent engineering, attorneys fees, interest, and taxable costs. D.E. 8.

20. In the Underlying Action, Lumen claims the conditions should have been identified during the due diligence evaluation and design phase, and, had it known the structure was unsuitable for its needs, it would, or may, not have purchased the property.

21. CEC denies the allegations. However, if they are proven true, Plaintiff’s damages are directly attributable to PJF.

22. Plaintiff claims PJF’s engineering services fell below the professional standard of care necessary to accurately determine the ability of the structural elements to safely support a working design live load of 250 psf, among other deficiencies.

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23. CEC has retained the undersigned firm to defend the Underlying Action and to prosecute this action for direct and contingent damages. CEC is entitled to recover those damages, interest, attorneys fees and costs incurred in defending the Underlying Action and prosecuting the claims against PJF.

FIRST CLAIM FOR RELIEF
Breach of Contract

24. CEC repeats and realleges the allegations contained in paragraphs 1 through 23, as though fully set forth herein.

25. CEC contracted with PJF to analyze the existing structure to verify its ability to support CenturyLink's equipment live loads.

26. CEC substantially fulfilled its obligations under the contract.

27. All conditions precedent have been performed or waived.

28. If CenturyLink's' allegations are proven true, which CEC denies, PJF breached the contract by failing to properly perform its engineering services in accordance with the contract and professional engineering standard of care, causing direct and consequential damage to CEC and consequential damages to CenturyLink.

SECOND CLAIM FOR RELIEF
Professional Negligence

29. CEC repeats and realleges the allegations contained in paragraphs 1 through 23, as though fully set forth herein.

30. PJF owed a duty of care to CEC to perform its professional services with the reasonable skill and care ordinarily exercised by engineers practicing in the same community under similar circumstances.

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31. CEC relied on PJF to provide an accurate and complete analysis of the structural conditions.

32. If CenturyLink's allegations are proven true, which CEC denies, PJF breached its duty of care in the performance of its services on the Project, and PJF's professional negligence proximately caused CEC to suffer direct damages, CEC and CenturyLink to suffer consequential damages and to incur attorney's fees, costs, and interest.

THIRD CLAIM FOR RELIEF
Common Law Indemnity

33. CEC repeats and realleges the allegations contained in paragraphs 1 through 23, as though fully set forth herein.

34. PJF has a common law duty to indemnify CEC for any damages to CEC and CenturyLink caused by PJF's professional negligence in rendering services under the Agreement, for which CEC is, or may be, responsible to CenturyLink, and to reimburse CEC for engineering and attorneys fees, costs, and interest incurred in investigating the claims and defending the suit.

35. By contracting with CenturyLink to provide the engineering services and delegating the performance to PJF, CEC has a special relationship with PJF which may render it vicariously, technically, derivatively, or constructively liable to CenturyLink for any damages caused by PJF's negligence.

36. CEC has suffered, and will continue to suffer direct and consequential damages, interest, attorneys fees and costs incurred in defending the Underlying Action and prosecuting this lawsuit.

JURY TRIAL DEMAND

CEC demands trial by jury on all issues so triable as a matter of right.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff, CEC GROUP, LLC as sbm to COMMUNICATIONS ENGINEERING CONSULTANTS, LLC demands judgment against PAUL J. FORD & COMPANY for compensatory and consequential damages, indemnity, interest, attorneys fees and costs incurred in defending the Underlying Action, prosecuting this lawsuit, and such other and further relief as this Court deems equitable.

February 28, 2023

Respectfully submitted,

By: /s/ George R. Truitt, Jr.
GEORGE R. TRUITT
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